

Law Offices of
OLSON CANNON GORMLEY & STOBERSKI
A Professional Corporation
9950 West Cheyenne Avenue
Las Vegas, Nevada 89129
(702) 384-4012 Fax (702) 383-0701

FELICIA GALATI, ESQ.
Nevada Bar No. 007341
OLSON CANNON GORMLEY & STOBERSKI
9950 West Cheyenne Avenue
Las Vegas, NV 89129
Phone: 702-384-4012
Fax: 702-383-0701
fgalati@ocgas.com
Attorneys for Defendants
COUNTY OF CLARK and
STACEY SILVERSTEIN

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

D.O. JANE DOE, an individual; K.Y. JANE
DOE, an individual; L.O. JANE DOE, an
individual; L.O.J. JOHN DOE, an individual;
P.K. JANE DOE, an individual;

Plaintiffs,

vs.

COUNTY OF CLARK, a political
subdivision of the State of Nevada;
STACEY SILVERSTEIN, an individual,

Defendants.

CASE NO. 2:23-cv-01929-APG-MDC

STIPULATION AND PROTECTIVE ORDER

1. IT IS HEREBY STIPULATED, by and between the parties hereto, by and through their respective counsel of record, and subject to the Court's approval, hereby stipulate and agree as follows, pursuant to Fed. R. Civ. P. 26(c), with respect to the disclosure of Confidential Information.

2. The parties to this action submit this Stipulation and Protective Order (hereinafter "Order") solely for the purpose of facilitating the exchange of documents and information between

the parties in this action without involving the Court unnecessarily in the process. Nothing in this Order nor the production of any information or documents under the terms of this Order nor any proceedings pursuant to this Order shall be deemed to have the effect of an admission or waiver by any party or of altering the confidentiality or non-confidentiality of any such document or information or altering any existing obligation of any party or absence thereof.

PROCEDURES REGARDING CONFIDENTIAL INFORMATION

3. The parties define “DFS case records” as all documents, which are in the custody of County Defendants, relating to DFS investigation, custody, and placement of Plaintiffs, including, but not limited to, documents relating to all Plaintiffs’ institutional, foster family, and kin placements; foster family’s licensing files; education, mental health, and health services; and court proceedings. “DFS case records” shall also include the files and documents of any child who has been or is in DFS custody. The term “document” and “documents” include any written, printed, typed, recorded, electronic or graphic material of every type and description, and each and every thing from which information can be processed or transcribed, including computer readable storage material. Documents include, but are not limited to, the following: records, handwritten notes, reports, agreements, memoranda, email communications, photographs, and UNITY database entries.

4. The parties acknowledge that DFS case records and the files and documents of any child who has been or is in DFS custody contain sensitive information that is generally protected from disclosure pursuant to federal and state law, including without limitation:

- (a) Information that identifies by name or address, or could reasonably lead to the disclosure of the name or address of any applicant for or recipient of child welfare, foster care, or adoption assistance services [45 C.F.R. 1355.21];

Law Offices of
OLSON CANNON GORMLEY & STOBERSKI
A Professional Corporation
 9950 West Cheyenne Avenue
 Las Vegas, Nevada 89129
 (702) 384-4012 Fax (702) 383-0701

(b) The names and addresses of applicants for and recipients of child welfare, foster care, or adoption assistance services and the amounts of financial assistance provided to them [45 C.F.R. 205.50];

(c) Information related to the social and economic conditions or circumstances of particular individual applicants for or recipients of child welfare, foster care, or adoption services [45 C.F.R. 205.50];

(d) Agency evaluations of information about particular individual applicants for or recipients of child welfare, foster care, or adoption assistance services [45 C.F.R. 205.50];

(e) Medical data concerning particular individual applicants for or recipients of child welfare, foster care, or adoption assistance services [45 C.F.R. 205.50]; and

(f) All records of child abuse reports and all information obtained in investigating reports of child abuse and neglect [45 C.F.R. 1340.14; Nev. Rev. Stat. Ann. § 432B.280].

The parties also acknowledge that all files or documents of any child who has been or is in DFS custody shall come within the provisions and protections of this Order.

5. DFS case records shall be deemed to be Confidential Information pursuant to this Order and defendants shall label them as Confidential upon production.

6. A party may also label as “Confidential” any discovery that is served or produced in this litigation (including subpoenas and deposition testimony), if the marking party believes that the information contained in such discovery qualifies for protection under standards developed under Fed. R. Civ. P. 26(c) or state or federal law, including the right to privacy. Such information shall be deemed to be Confidential Information pursuant to this Order.

1 The fact that a document is stamped “Confidential” by one party shall not be construed as
2 an admission by any other party that such document is confidential, nor shall it limit or preclude
3 the right of any party to object to the “Confidential” designation and to file any appropriate
4 motion(s) to determine the propriety of such designation. If the producing party inadvertently
5 fails to stamp or otherwise appropriately designate or list certain documents, material, or
6 information as “Confidential” upon their production or disclosure, such inadvertent failure to
7 designate shall not constitute nor be deemed a waiver of a subsequent claim of protected treatment
8 under this Order.
9

10 Any party may contest a designation of “Confidential” by serving a written objection (by
11 letter to the designating Party) to the Confidentiality designation at any time. Upon service of
12 such objection, the Parties shall make a good faith effort to resolve the issue informally. If that
13 effort fails, the confidentiality designation shall expire unless, within three weeks of service of
14 the objection, or such additional time as may be agreed upon the Parties, the Party seeking
15 confidentiality applies to the Court or Magistrate Judge for an order designating the document or
16 information confidential. If such an application is made, the document or other information
17 marked “Confidential” which is in dispute shall remain “Confidential,” as the case may be, until
18 the dispute is resolved by and between or among the parties and so confirmed in writing or, if
19 necessary, until order of the Court or any Magistrate Judge. On any such application, the
20 proponent of confidentiality shall have the burden of showing, by a preponderance of the
21 evidence, good cause for the claimed protection.
22
23
24

25 7. Confidential Information shall only be used for purpose of prosecution, defense,
26 or settlement of this action, and for no other purpose.
27
28

1 8. Confidential Information may be disclosed or made available only to the Court; to
2 counsel for a party (including paralegal, clerical, and secretarial staff employed by such counsel),
3 and to the “qualified persons” designated below:

- 4 (a) a party, or an officer, director, agent, or employee of a party deemed necessary by
5 counsel to aid in the prosecution, defense, or settlement of this action;
6 (b) experts or consultants (and their clerical staff) consulted and/or retained by such
7 counsel to assist in the prosecution, defense, or settlement of this action;
8 (c) court reporter(s) employed in this action; or
9 (d) a witness at any deposition or court proceeding in this action.

10 9. Any person other than a party, counsel for a party, or a direct employee of such
11 counsel, having access to information pursuant to paragraph 8, shall be provided a copy of this
12 Order by the party providing access to the information. Such persons shall be bound by this Order
13 and shall not disclose the information to any persons not authorized under state or federal law or
14 order of this Court to receive such information. Furthermore, any such person shall sign a copy
15 of the Statement of Confidentiality attached hereto and made a part hereof as Exhibit A, prior to
16 being furnished with any such information.

17 10. All documents meeting the definition of Confidential Information that are
18 produced in this case shall be clearly labeled or stamped “Confidential” prior to production.

19 11. In connection with proceedings in this action, testimony taken at a deposition,
20 hearing, or trial relating to Confidential Information or disclosing the identities of plaintiffs, any
21 other child who has been or is in DFS custody, or any individual not a named party to this action,
22 may be designated as Confidential Information by making a statement to that effect on the record
23 at the deposition or other proceeding. Arrangements shall be made with the court reporter taking
24
25
26
27
28

1 and transcribing such proceeding to label confidential portions of the transcript as containing
2 Confidential Information.

3 12. Any party's inadvertent or unintentional failure to designate protected
4 information shall not be deemed a waiver in whole or in part of that party's claim of
5 confidentiality, as long as the disclosing party notifies all parties in writing that such protected
6 information constitutes confidential information within 7 days after learning that the protected
7 information was inadvertently or unintentionally produced without an appropriate confidentiality
8 designation.
9

10 13. Clawback Provision – The inadvertent disclosure or production of any
11 information or document that is subject to an objection on the basis of attorney-client, work
12 product and/or any other privileges or that is otherwise confidential, including pursuant to any
13 Nevada Revised Statute, Nevada Administrative Code or other law, will not be deemed to waive
14 a Party's claim to its privileged or protected nature or estop that Party or the privilege holder from
15 designating the information or document as privileged and/or confidential at a later date. Any
16 Party receiving any such information or document shall return it upon request from the producing
17 Party. Upon receiving such a request as to specific information or documents, the receiving Party
18 shall return the information or documents to the producing Party within five (5) business days,
19 regardless of whether the receiving Party agrees with the claim of privilege or confidentiality.
20 Any Party may contest the claim of privilege or confidentiality by serving a written objection by
21 letter to the claiming Party at any time up to the discovery cut-off including any continuance
22 thereof. Upon service of such objection, the Parties shall make a good faith effort to resolve the
23 issue informally. If that effort fails, the Party objecting to the privilege or confidentiality can
24 apply to the Court or Discovery Commissioner for a determination of the issue. If such an
25
26
27
28

Law Offices of
OLSON CANNON GORMLEY & STOBERSKI
A Professional Corporation
 9950 West Cheyenne Avenue
 Las Vegas, Nevada 89129
 (702) 384-4012 Fax (702) 383-0701

1 application is made, the document or other information which is in dispute shall remain
 2 “Confidential,” as the case may be, until the dispute is resolved by and between or among the
 3 Parties and so confirmed in writing or, if necessary, until order of the Court or any Discovery
 4 Commissioner. On any such application, the proponent of privilege or confidentiality shall have
 5 the burden of showing, by a preponderance of the evidence, good cause for the claimed protection.
 6

7 14. The terms of this Stipulated Protective Order apply, without limitation to all
 8 documents and information exchanged between the parties in the course of this litigation, whether
 9 or not such documents and/or information were exchanged prior to the entry of this Order and/or
 10 were designated as “Confidential.” This provision allows a party to designate a previously
 11 produced document as “Confidential.”
 12

13 15. If any party or non-party includes in papers to be filed with the Court: (i)
 14 documents designated as containing Confidential Information, (ii) any portion of a deposition
 15 transcript designated as containing Confidential Information, (iii) or information derived from
 16 confidential documents or deposition testimony, such papers, or the confidential portion thereof,
 17 shall be filed under seal. The parties will comply with Local Rule IA 10-4 and 10-5, and
 18 Kamakana v. City and County of Honolulu, 447 F.3d 1172 (9th Cir. 2006). Hard copies shall be
 19 submitted to the parties in accordance with Local Rule IA 10-5 and local e-filing instructions.
 20 Parties and nonparties shall also comply with all requirements of Fed. R. Civ. P. 5.2 with regard
 21 to all documents that are filed with the court.
 22

23 16. In all documents that are made part of the public record (unless under seal) and in
 24 all references in open court, when referring to individual children or families, or other persons
 25 whose names or other identifying information is contained in DFS case records, the parties shall
 26 use initials agreed to by the parties.
 27
 28

1 17. This Order does not affect access to Confidential Information by individuals,
2 including employees of Clark County or the State of Nevada, who are otherwise authorized under
3 state law or regulation to have such access.

4
5 18. The parties acknowledge that DFS information and material, which are the subject
6 of this Confidentiality Order, contain sensitive information that is generally protected from
7 disclosure by Nevada statute and administrative code, and that all such information should be and
8 hereby is deemed confidential and may not be discussed with or disclosed, either orally or in
9 writing, to anyone, including but not limited to the news or publication media in any format,
10 except in the strict accordance with the provisions of this Confidentiality Order. This Order does
11 not apply to policies and procedures of DFS which are otherwise deemed public record pursuant
12 to Nev. Rev. Stat. 179A.110, Nev. Rev. Stat. 29.010, Nev. Rev. Stat. 432B.290(2) and Nev. Rev.
13 Stat. 432B.407. This Order shall be without prejudice to the right of the parties (i) to bring before
14 the Court at any time the question of whether any particular document or information is, in fact,
15 Confidential or whether its use should be restricted in any manner whatsoever; or (ii) to present
16 a motion to the Court for a separate protective order as to any particular document or information,
17 including restrictions differing from those specified herein. This Order shall not be deemed to
18 prejudice the parties in any way in any future application for modification of this Order.

19
20
21 19. This Order shall be without prejudice to any party to claim that a document that a
22 party marked as containing Confidential Information is also protected by the attorney-client
23 privilege, work product doctrine, or any other privilege or limitation recognized under state or
24 federal law. Determinations of confidentiality and privilege are separate, and nothing in this Order
25 constitutes a waiver of privilege.
26
27
28

20. At the conclusion of this case, all discovery material made confidential pursuant to this Order, or another court order, all documents reflecting such material, and all copies thereof (including without limitation, copies provided to testifying or consulting experts or consultants) shall be returned to the person or party that produced the confidential material, or, in the alternative, destroyed and certified in writing to the person or party that produced the confidential material to have been destroyed. Notwithstanding the foregoing, counsel for plaintiffs may retain, until the expiration of the statute of limitations applicable to attorney malpractice, including any period for which the statute may be tolled, one copy of the named plaintiffs' case records, including the confidential material contained therein, and one copy of any attorney work product reflecting Confidential Information, provided that such case records and attorney work product is prominently marked with the statement:

CONFIDENTIAL

This envelope contains documents that are subject to a Protective Order entered by the Court in this action governing the use of confidential discovery material.

or some substantially similar statement. The provisions of this Order shall continue to apply to all confidential materials not returned or destroyed in accordance with this paragraph. After the expiration of the statute of limitations applicable to attorney malpractice, including any period for which the statute may be tolled, Plaintiffs' counsel shall return or destroy all confidential case records in accordance with the terms of this paragraph.

21. The Parties acknowledge that the Parties have stipulated to the terms of this Confidentiality Stipulation and Order, intending that it shall govern disclosures of material from the records of CCDFS, unless and until such time as the Court modifies this Order. Nothing

1 contained herein is intended to limit the Parties' access to the Court or their ability to seek to
2 modify this Order.

3 DATED this 30th day of January, 2024.

DATED this 30th day of January, 2024.

4 LAGOMARSINO LAW

OLSON CANNON GORMLEY & STOBERSKI

5
6
7 /s/ Cory M. Ford, Esq.

8 Andre M. Lagomarsino, Esq.

9 Nevada Bar No. 6711


10 Cory M. Ford, Esq.

11 Nevada Bar No. 15042

12 3005 W. Horizon Ridge Pkwy., #241

13 Henderson, NV 89052

14 Attorneys for Plaintiff


Felicia Galati, Esq.

Nevada Bar No. 7341

9950 West Cheyenne Avenue

Las Vegas, Nevada 89129

Attorneys for Defendants

County of Clark and Stacey Silverstein

Law Offices of
OLSON CANNON GORMLEY & STOBERSKI
A Professional Corporation
9950 West Cheyenne Avenue
Las Vegas, Nevada 89129
(702) 384-4012 Fax (702) 383-0701

ORDER

IT IS HEREBY ORDERED, ADJUDGED and DECREED that,

The records of the Clark County Department of Family Services (“CCDFS”), which may be discoverable in this action, in D.O. Jane Doe, et al. v. County of Clark, et al., United States District Court Case No. 2:23-cv-01929-APG-MDC, as well as any other documents so marked by the Parties, are deemed confidential to this litigation, and may be released and disclosed only in accordance with the terms and provisions of the foregoing Stipulation, said terms and provisions being incorporated into this Order by this reference as though fully set forth herein.

IT IS SO ORDERED this 2nd day of February 2024.



Maximiliano D. Couvillier III
UNITED STATES MAGISTRATE JUDGE

Law Offices of
OLSON CANNON GORMLEY & STOBERSKI
A Professional Corporation
9950 West Cheyenne Avenue
Las Vegas, Nevada 89129
(702) 384-4012 Fax (702) 383-0701

Exhibit A

STATEMENT OF CONFIDENTIALITY

By signing this document, I hereby certify that I have read the Confidentiality Order entered by the Court in D.O. Jane Doe, et al. v. County of Clark, et al., United States District Court Case No. 2:23-cv-01929-APG-MDC on _____, 2024. I understand this Order and agree to abide by its terms by not disclosing confidential information to anyone other than counsel, employees or clerical staff subject to this order, except as required by lawful judicial process.

Signature

Date

Print Name/Title

Law Offices of
OLSON CANNON GORMLEY & STOBERSKI
A Professional Corporation
9950 West Cheyenne Avenue
Las Vegas, Nevada 89129
(702) 384-4012 Fax (702) 383-0701